

MAYER, BROWN & PLATT

231 SOUTH LASALLE STREET

CHICAGO, ILLINOIS 60604

TELEX 253760 CABLE LEMAY

312-782-0600

No. O-277A019

Date OCT 3 1980

Fee \$ 40.00

ICC Washington, D. C.

Mrs. Mildred Lee
Recordation Clerk
Room 2303
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mrs. Lee:

Enclosed please find:

1. The original and two certified true copies of a Third Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated May 2, 1979, from Nord Kaolin Company ("Nord") to Continental Illinois National Bank and Trust Company of Chicago (the "Bank");
2. The original and two certified true copies of a Fourth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated September 6, 1979, from Nord to the Bank;
3. Three original copies of a Fifth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated May 7, 1980, from Nord to the Bank;
4. Three original copies of a Sixth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated September 9, 1980, from Nord to the Bank.

It would be appreciated if these documents could be recorded as supplements to the original Deed to Secure Debt, Security Agreement and Assignment, dated December 15, 1977, which was recorded by your office on November 13, 1978 as recordation no. 9830 (the First Supplemental Deed and Second Supplemental Deed were recorded on the same date as nos. 9830-A and 9830-B) to show that the Bank has a security interest in certain railroad tank car leases.

RECORDATION NO. 9830 - C
Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

888 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20006
202-785-4443
277 PARK AVENUE
NEW YORK, NEW YORK 10017
212-935-7110
162 QUEEN VICTORIA STREET
LONDON EC4V 4BS, ENGLAND
01-248-1465

RECORDATION NO. 9830 - D
Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9830 - F
Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9830 - E
Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee

-2-

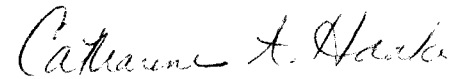
October 1, 1980

After recording please return to me two copies of each supplement, showing on each the file number and date of recording.

Enclosed is our check in the amount of \$40.00 to cover the recording fee.

Please call me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in cursive script, reading "Catherine A. Haake".

Catherine A. Haake

CAH/nm

Enclosures

OCT 3 1980 12 15 PM

INTERSTATE COMMERCE COMMISSION

SIXTH SUPPLEMENTAL DEED TO SECURE DEBT,
SECURITY AGREEMENT AND ASSIGNMENT

THIS SIXTH SUPPLEMENTAL DEED TO SECURE DEBT, SECURITY AGREEMENT AND ASSIGNMENT, dated as of September 9, 1980, is from NORD KAOLIN COMPANY, a Georgia limited partnership (herein called the "Grantor"), to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (herein called the "Bank").

W I T N E S S E T H:

WHEREAS, the Grantor has heretofore executed and delivered to the Bank that certain Deed to Secure Debt, Security Agreement and Assignment, dated as of December 15, 1977 (herein called the "Original Deed"), in order to secure the payment of indebtedness of the Grantor owed or to be owing to the Bank pursuant to the terms of a Loan Agreement, dated as of December 15, 1977 (herein called the "Loan Agreement"), between the Grantor and the Bank, including indebtedness evidenced by a promissory note of the Grantor (herein called the "Original Note"), dated December 23, 1977, in the principal amount of \$3,000,000, payable to the Bank, or its order, in 22 equal quarterly installments commencing July 31, 1979 and continuing through and including October 31, 1984; and

WHEREAS, the Original Deed is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, in Book 92, Folio 285-341, and in the records of the Clerk's Office, Superior Court, Wilkinson County, Georgia, in Book 145, Folio 307-364; and

WHEREAS, the Original Deed has been amended by a First Supplemental Deed to Secure Debt, Security Agreement and

Assignment, dated as of April 1, 1978 (herein called the "First Supplemental Deed"; the Original Deed, as amended by the First Supplemental Deed, is herein called the "First Amended Original Deed"), from the Grantor to the Bank, so as to include as Indebtedness (as that term is defined in the First Amended Original Deed) all obligations incurred by the Grantor in connection with certain letters of credit in the aggregate amount of \$250,000 opened by the Bank for the account of the Grantor; and

WHEREAS, the First Supplemental Deed is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, in Book 92, Folio 688-690, and in the records of the Clerk's Office, Superior Court, Wilkinson County, Georgia, in Book 146, Folio 504-506; and

WHEREAS, pursuant to the terms of a First Amendment to Loan Agreement, dated as of October 5, 1978 (herein called the "First Amendment"), the Grantor has executed and delivered to the Bank a new promissory note (herein called the "First New Promissory Note"), dated October 6, 1978, in the principal amount of \$3,600,000, payable to the Bank, or its order, in 22 equal quarterly installments commencing July 31, 1979 and continuing through and including October 31, 1984, said First New Promissory Note being, to the extent of \$3,000,000, in extension and renewal of the Original Note, and being, to the extent of \$600,000, evidence of additional loans from the Bank to the Grantor; and

WHEREAS, the First Amended Original Deed has been amended by a Second Supplemental Deed to Secure Debt, Security Agreement

and Assignment, dated as of October 6, 1978 (herein called the "Second Supplemental Deed"; the First Amended Original Deed, as amended by the Second Supplemental Deed, is herein called the "Second Amended Original Deed"), from the Grantor to the Bank, so as to include in the Indebtedness (as that term is defined in the Second Amended Original Deed) the First New Promissory Note, and so as to supplement the First Amended Original Deed by the inclusion in the Subject Property (as that term is defined in the Second Amended Original Deed) of certain mineral and tank car leases; and

WHEREAS, the Second Supplemental Deed is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, in Book 93, Folio 662-679; and

WHEREAS, pursuant to the terms of a Second Amendment to Loan Agreement, dated as of May 2, 1979 (herein called the "Second Amendment"), the Grantor has executed and delivered to the Bank a new promissory note (herein called the "Second New Promissory Note"), dated May 2, 1979, in the principal amount of \$4,300,000, payable to the Bank, or its order, in 22 equal quarterly installments commencing October 31, 1979 and continuing through and including January 31, 1985, said Second New Promissory Note being, to the extent of \$3,600,000, in extension and renewal of the First New Promissory Note, and being, to the extent of \$700,000, evidence of additional loans from the Bank to the Grantor; and

WHEREAS, the Second Amended Original Deed has been amended by a Third Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated as of May 2, 1979 (herein called

the "Third Supplemental Deed"; the Second Amended Original Deed, as amended by the Third Supplemental Deed, is herein called the "Third Amended Original Deed"), from the Grantor to the Bank, so as to include in the Indebtedness (as that term is defined in the Third Amended Original Deed) the Second New Promissory Note, and so as to supplement the Second Amended Original Deed by the inclusion in the Subject Property (as that term is defined in the Third Amended Original Deed) of certain mineral leases; and

WHEREAS, the Third Supplemental Deed is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, in Book JJ, Folio 424-432, and in the records of the Clerk's Office, Superior Court, Wilkinson County, Georgia, in Book 151, Folio 97-115; and

WHEREAS, pursuant to the terms of a Third Amendment to Loan Agreement, dated as of September 6, 1979 (herein called the "Third Amendment"), the Grantor has executed and delivered to the Bank an additional promissory note (herein called the "Additional Promissory Note"), dated September 6, 1979, in the principal amount of \$5,500,000, payable to the Bank, or its order, in 24 equal quarterly installments commencing November 30, 1981, and continuing through and including August 31, 1987, said Additional Promissory Note being evidence of additional loans from the Bank to the Grantor; and

WHEREAS, the Third Amended Original Deed has been amended by a Fourth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated as of September 6, 1979 (herein called the "Fourth Supplemental Deed"; the Third Amended Original Deed,

as amended by the Fourth Supplemental Deed, is herein called the "Fourth Amended Original Deed"), from the Grantor to the Bank, so as to include in the Indebtedness (as that term is defined in the Fourth Amended Original Deed) the Additional Promissory Note, and so as to supplement the Third Amended Original Deed by the inclusion in the Subject Property (as that term is defined in the Fourth Amended Original Deed) of certain mineral and tank car leases; and

WHEREAS, the Fourth Supplemental Deed is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, and in the records of the Clerk's Office Superior Court, Wilkinson County, Georgia, as shown in Schedule I attached hereto; and

WHEREAS, the Fourth Amended Original Deed has been amended by a Fifth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated as of May 7, 1980 (herein called the "Fifth Supplemental Deed"; the Fourth Amended Original Deed, as amended by the Fifth Supplemental Deed, is herein called the "Deed"), from the Grantor to the Bank, so as to supplement the Fourth Amended Original Deed by the inclusion in the Subject Property (as that term is defined in the Deed) of certain mineral and tank car leases; and

WHEREAS, the Fifth Supplemental Deed is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, and in the records of the Clerk's Office, Superior Court, Wilkinson County, Georgia, as shown in Schedule II attached hereto;

WHEREAS, pursuant to the terms of an Amendment and Restatement of Loan Agreement, dated as of September 9, 1980 (herein called the "Restated Loan Agreement"), (a) the Grantor has executed and delivered to the Bank a new promissory note, dated September 9, 1980 (herein called the "New Note"), in the principal amount of \$13,900,000, payable to the Bank, or its order, in 24 equal quarterly installments commencing September 30, 1981, and continuing through and including June 30, 1987, said New Note, being (i) to the extent of \$3,900,000, in renewal and replacement of the Second New Promissory Note, and (ii) to the extent of \$5,500,000, in renewal and replacement of the Additional Promissory Note, and (iii) to the extent of \$4,500,000, evidence of additional loans from the Bank to the Grantor, and (b) the Bank has agreed to issue its Irrevocable Letter of Credit (herein called the "Letter of Credit") for the account of the Grantor in the amount of \$3,100,000, and the Grantor has agreed to reimburse the Bank, immediately upon demand, for each payment or disbursement made by the Bank under the Letter of Credit, together with interest on the amount so paid or disbursed by the Bank (all of the Grantor's obligations to the Bank incurred in connection with the Letter of Credit, including, without limitation, fees and expenses payable to the Bank relating thereto, being herein collectively called the "Letter of Credit Obligations"); and

WHEREAS, the Grantor desires to amend the Deed so as to include the New Note and the Letter of Credit Obligations in the Indebtedness (as defined in the Deed) and so as to supplement the Deed by the inclusion in the Subject Property (as defined in the Deed) of certain mineral interests and tank car leases;

NOW, THEREFORE, in consideration of the premises and of the debts and trusts mentioned above and the agreements herein contained and other good and valuable considerations, the Grantor agrees as follows:

1. INCLUSION OF NEW NOTE AND LETTER OF CREDIT OBLIGATIONS IN INDEBTEDNESS.

The New Note, the Letter of Credit Obligations and all other obligations of the Grantor under the Restated Loan Agreement are hereby made a part of the Indebtedness (as defined in the Deed), and the term "Indebtedness" shall, when used herein or in the Deed, be deemed to include the New Note, the Letter of Credit Obligations and all other obligations of the Grantor under the Restated Loan Agreement.

2. REAFFIRMANCE OF THE DEED AND CONVEYANCE OF ADDITIONAL PROPERTY AS SECURITY FOR THE INDEBTEDNESS.

To secure the Indebtedness (as defined in the Deed) the Grantor has bargained, transferred, assigned, granted, conveyed, sold and granted a security interest, and by these presents does bargain, transfer, assign, grant, convey, sell and grant a security interest unto the Bank, all the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Subject Property (as defined in the Deed), and, in addition thereto, the Grantor has bargained, transferred, assigned, granted, conveyed, sold and granted a security interest, and by these presents does bargain, transfer, assign, grant, convey, sell and grant a security interest unto the Bank, all the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to:

(a) the lands described in Attachment 1 hereto, and the leases and the fee, mineral, overriding royalty, royalty and other interests specifically described in Attachment 1 hereto,

(b) the kaolin and other minerals which are in, under, upon, produced or to be produced from the lands described in Attachment 1 hereto,

(c) the Tank Car Leases (as such term is defined in the Deed) described in Attachment 2 hereto,

(d) the proceeds and products of all of the foregoing,

together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instruments relating thereto, and all rights-of-way, franchises, easements, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which the Grantor might at any time have or be entitled to.

The property, rights and interests covered hereby (and which are hereby added to the Subject Property, as defined in the Deed) are hereinafter collectively called the "Supplemental Subject Property", and the term "Subject Property" when used in the Deed shall be deemed to include the Supplemental Subject Property. Attachment 1 hereto shall be made a part of Exhibit A to the Deed, and each reference to "Exhibit A" in the Deed

shall be deemed to include reference to Attachment 1 hereto. Attachment 2 hereto shall be made part of Exhibit D to the Deed, and each reference to "Exhibit D" in the Deed shall be deemed to include reference to Attachment 2 hereto.

Subject, however, to the condition that the Bank shall not be liable in any respect for the performance of any covenant or obligation of the Grantor in respect of the Supplemental Subject Property.

TO HAVE AND TO HOLD the Supplemental Subject Property to the only proper use, benefit and behalf of the Bank, forever, in fee simple.

As further security for the payment of the Indebtedness (whether heretofore or hereafter incurred), the Grantor hereby bargains, transfers, assigns, grants, conveys and sells unto the Bank, effective as of the date hereof, all kaolin and other minerals which are thereafter produced from and which accrue to the Supplemental Subject Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such kaolin or other minerals, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Bank by virtue of the provisions hereof, are authorized and directed to treat and regard the Bank as the assignee and transferee of the Grantor and entitled in the Grantor's place and stead to receive such kaolin and other minerals and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Bank, and shall be under no obligation to see to the application by the Bank of any such proceeds or payments received by it.

3. WARRANTIES.

The warranties contained in the Deed shall apply to the Supplemental Subject Property to the same extent and with the same force and effect as if the Supplemental Subject Property had been specifically described and referred to in the Deed.

4. MISCELLANEOUS.

(a) This Sixth Supplemental Deed to Secure Debt, Security Agreement and Assignment shall be considered as an amendment and supplement to the Deed and, except as herein expressly supplemented and amended, the Deed is hereby ratified, approved and confirmed in every respect.

(b) This instrument may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical, except that photocopies of the Original Deed, the First Supplemental Deed, the Second Supplemental Deed, the Third Supplemental Deed, the Fourth Supplemental Deed and the Fifth Supplemental Deed (herein collectively called the "Prior Mortgages") are attached hereto as Annex I for those counterparts which are to be recorded in certain counties where the Prior Mortgages have not heretofore been recorded, and the Prior Mortgages are by this reference hereby made a part hereof.

(c) This conveyance is intended (i) to constitute a security agreement under the Uniform Commercial Code of Georgia and (ii) to operate as and to be construed as a deed passing the title to the Supplemental Subject Property to the Bank and is made under those provisions of the existing laws of the State

of Georgia relating to Deeds to Secure Debt, and not as a mortgage, and is given to secure the Indebtedness (as defined in the Deed, as amended and supplemented by this instrument) and the performance by the Grantor of its obligations contained herein and in the Restated Loan Agreement.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

NORD KAOLIN COMPANY

ATTEST:

James A. Law
Assistant Secretary

By NORD KAOLIN CORPORATION,
General Partner

By *Richard L. Stemberger*
President

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Kathleen Mc Kamey
Unofficial Witness

Doris A. Barnard
Notary Public

My Commission Expires:

DORIS A. BARNARD, Notary Public

In and for the State of Ohio

My Commission Expires May 20, 1985

The address of the Grantor is:

Nord Kaolin Company
Jeffersonville, Georgia 31044

The address of the Bank is:

Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693
Attention: Mining Division

This Instrument Was Prepared By:

Catharine A. Haake, Esq.
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604

STATE OF OHIO

COUNTY OF

Montgomery

) SS

I, Doris A. Barnard, a Notary Public residing in the County and State aforesaid, do hereby certify that RICHARD L. STEINBERGER, who is personally to me known and known to me to be a President of Nord Kaolin Corporation, a Georgia corporation and the general partner of Nord Kaolin Company, a limited partnership, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord on behalf of said corporation as general partner of Nord Kaolin Company for the purposes therein named and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of September, 1980.

Doris A. Barnard
Notary Public in said County
and State

My Commission Expires:

DORIS A. BARNARD, Notary Public
In and for the State of Ohio
My Commission Expires May 20, 1985

SCHEDULE I

SCHEDULE OF RECORDING INFORMATION FOR FOURTH SUPPLEMENTAL
DEED TO SECURE DEBT, SECURITY AGREEMENT AND ASSIGNMENT

<u>Filing Office</u>	<u>Date Filed</u>	<u>Book/Folio</u>
Twiggs County, Georgia	9-11-79	Book LL, Folio 150-161
Wilkinson County, Georgia	9-10-79	Book 151, Folio 572-583

SCHEDULE II

SCHEDULE OF RECORDING INFORMATION FOR FIFTH SUPPLEMENTAL
DEED TO SECURE DEBT, SECURITY AGREEMENT AND ASSIGNMENT

<u>Filing Office</u>	<u>Date Filed</u>	<u>Book/Folio</u>
Twiggs County, Georgia	5-20-80	Book NN, Folio 588-603
Wilkinson County, Georgia	8-14-80	Book 155, Folio 24-38

ATTACHMENT 1
to Sixth Supplemental Deed to Secure Debt,
Security Agreement and Assignment, Dated September 9, 1980
from Nord Kaolin Company to Continental Illinois
National Bank and Trust Company of Chicago

The fee simple estate created by Warranty Deed, dated January 16, 1980, from Jewett W. Tucker, Jr. of Bibb County, Georgia, and Arthur J. Goolsby, Jr. of Jones County, Georgia, to Nord Kaolin Company, a Georgia limited partnership, said Warranty Deed being recorded on January 18, 1980 in Deed Book MM, Folio 316-317 of the Clerk's Office, Superior Court, Twiggs County, Georgia, in and to:

All that tract or parcel of land in Land Lots 2, 25 and 28 of the 26th Land District of Twiggs County, Georgia, more particularly described on plat prepared by D. L. Jefferson dated July 17, 1975 and recorded in Plat Book 6, Page 7, Deed Records, Twiggs County, Georgia as follows: Begin at the northeasterly right of way line of a dirt road known as the Old Macon-Jeffersonville Road where said right of way line intersects the northwest line of Land Lot 2 of said District and go thence along the northwest line of Land Lot 2, Land Lot 25 and Land Lot 28 north 45 degrees east 6735.03 feet to an iron pipe located at the common corner of Land Lots 27, 28, 51 and 52 of said District; thence go south 43 degrees 59 minutes 48 seconds east along the northeast line of Land Lot 28 2123.16 feet to a pipe; thence continuing along said Land Lot line south 46 degrees 22 minutes 34 seconds east 901.76 feet to a pipe at the common corner of Land Lots 28, 29, 50 and 51 of said district; thence along the southeast line of Land Lot 28 south 44 degrees 40 minutes 43 seconds west 1823 feet to an iron pipe; thence continuing along said Land Lot line and along the southwest line of Land Lot 25 south 45 degrees 20 minutes 49 seconds west 1440.59 feet to a pipe; thence continuing along the southwest line of Land Lot 25 south 45 degrees 07 minutes 33 seconds west along a wire fence 1756.5 feet to a pipe; thence north 52 degrees 52 minutes 26 seconds west 1437.5 feet, more or less, to a pipe at the north corner of property now or formerly of D.Y. Califf; thence along said property line south 45 degrees 07 minutes 34 seconds west 1386 feet to a pipe on the northeast right of way line of the Old Macon-Jeffersonville Road; thence along said right of way north 44 degrees 49 minutes 51 seconds west 1589.75 feet to the pipe and the point of beginning, and containing 411.64 acres, more or less.

Said property is bounded now or formerly as follows: Northwesterly by property of Roy Jones, Mrs. S. S. Jones, and Mrs. Rosa Thompson; northeasterly by property of Georgia Kaolin; southeasterly by property of Georgia Kaolin; Cyprus Industrial Minerals Company and W. V. Watson; and southwesterly by the Old Macon-Jeffersonville Road.

This is the same property described in deeds dated June 13, 1979 and recorded in Deed Book KK at Pages 140 and 142 of the Deed Records of Twiggs County, Georgia.

The leasehold estate created by mining lease agreement, dated April 5, 1980, from Bernard A. Sessions, Jerry E. Wilkerson and Mrs. Judy S. Wilkerson of Washington County, Georgia, and Mrs. Lalla S. Peavy of Bibb County, Georgia, to Nord Kaolin Company, a Georgia limited partnership, memorandum of said mineral lease in the form of Declaration of Mining Lease Agreement, dated April 5, 1980, being recorded on April 7, 1980 in Deed Book 6-V, Page 479 of the Clerk's Office of Superior Court, Washington County, Georgia, in and to:

All that tract or parcel of land lying, and being in the 1488th G.M. District, Washington County, Georgia, containing one hundred seventy-five (175) acres, more or less, known as the "Old Joe Sessions Place", bounded as follows: North by Lamars Creek and property of the Walter Harris Estate; East by the Oconee-Sandensville Public Road; South by land now or formerly of the John E. Smith Estate; and West by land now or formerly of J. L. Campbell. The said tract of land is the same conveyed by Mrs. Loulie Malpass Sessions to Mrs. Lalla S. Peavy and Bernard Sessions, by warranty deed dated February 21, 1964, recorded in Deed Book "4L", page 512, in the Office of the Clerk of the Superior Court of Washington County, Georgia, which deed and the record thereof are by reference made a part hereof in further aid of the description.

The above described tract of land is owned in fee simple by Bernard Sessions having title to 155.6 acres, more or less, and Jerry E. Wilkerson and Mrs. Judy S. Wilkerson having fee simple title in and to 19.4 acres.

Specifically excepted from the above described tract of land is forty (40) acres, more or less, more particularly described as being:

Starting at a point from the bridge on Kaolin Road across Lamars Branch at the southwest corner of the above described lands South 58° 25' 30" West a distance of 796.4 feet to the POINT OF BEGINNING: thence Southwesterly along Kaolin Road a distance of 1600 feet, more or less, to the southernmost corner of the above described property; thence Northwesterly along the southwest boundary of the described property approximately 1230 feet, more or less; thence North 50° East a distance of 1000 feet, more or less; thence South 71° East a distance of 980 feet, more or less; thence South 37° East a distance of 520 feet, more or less, to the point of beginning. This exception contains 41.00 acres, more or less.

The leasehold estate created by mining lease contract, dated July 17, 1980, from Elmer T. Pierce and Mrs. Betty J. Pierce of Wilkinson County, Georgia, to Nord Kaolin Company, a Georgia limited partnership, memorandum of said mineral lease in the form of Declaration of Mining Lease Contract, dated July 17, 1980, being recorded on July 24, 1980 in Deed Book 154, Pages 555-6 of the Clerk's Office of Superior Court, Wilkinson County, Georgia, in and to:

All that tract or parcel of land situate, lying and being in the Fourth Land District and the 327th (Irwinton) G.M. District of Wilkinson County, Georgia, containing one hundred eight and seventy-three hundredths (108.73) acres, more or less, and being commonly known as the "B. F. Pate Homeplace," located approximately six and five tenths (6.5) miles West of Irwinton, Georgia, on a county paved road known as the Asbury Church Road. Said land being now or formerly bounded as follows: North by the right-of-way of Asbury Church Road; East by lands of D. Y. Califf and lands of Harvey Bloodworth; South by the run of Big Sandy Creek; and West by lands of Richard Lavender, lands of Mrs. Nina P. Johnson and lands hereinafter served unto the Grantors. Said tract of land being more particularly described according to a plat of survey recorded in Plat Book 1, page 93, in the Office of the Clerk of the Superior Court of Wilkinson County, Georgia, which plat is by reference incorporated herein as a part of this description. Said land being the identical property conveyed from William C. Glawson to Dave L. Bourland, et al. by deed recorded in Deed Book 125, pages 359-60, in the Office of the Clerk of the Superior Court of Wilkinson County, Georgia; WITH THE EXCEPTION of sixteen and twenty-seven hundredths (16.27) acres, more or less, which is specifically reserved unto the Grantors herein and is not hereby conveyed by this instrument, said reserved land being described as 16.27 acres, being more particularly described and delineated by a plat made of same recorded in Plat Book 9, page 61, in the Office of the Clerk of the Superior Court of Wilkinson County, Georgia, and being now or formerly bounded as follows: North by the right-of-way of Asbury Church Road; East and South by lands of Dave Bourland, et al.; and West by lands of Mrs. Nina P. Johnson.

ATTACHMENT 2
to Sixth Supplemental Deed to Secure Debt,
Security Agreement and Assignment, Dated September 9, 1980
from Nord Kaolin Company to Continental Illinois
National Bank and Trust Company of Chicago

Tank Car Leases

Leases with Union Tank Car Company

<u>Date of Lease</u>	<u>Lease No.</u>	<u>Car Numbers</u>	<u>Termination Da</u>
February 4, 1980	Rider #4	UTLX 24000 through 24019 (20 cars)	April, 1985